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VIA ECF

Honorable Vernon S. Broderick

United States District Judge, S.D.N.Y.

Thurgood Marshall United States Courthouse

New York, NY 10007

2/9/2017

Re:

Anders et al. v. Verizon Communications Inc., et al.

1:16-CV-05654 (VSB)

Dear Judge Broderick,

I am writing on behalf of Reggie Anders and Underdog Trucking, LLC.

Your Honor has scheduled a pre-motion conference for February 16, 2017 at 2:30 p.m. to address anticipated motions in this matter.

At the pre-motion conference, Plaintiffs will request for leave to file a third amended complaint in order to more clearly plead an essential cause of action that has not been specifically pled but is absolutely supported by the facts pled in the second amended complaint.

Plaintiff's will seek to plead Tortious Interference with a contract as against Verizon Communications Inc., and Cellco Partnership d/b/a Verizon Wireless.

Plaintiffs respectfully submit that justice requires that Plaintiffs be permitted leave to amend their Complaint pursuant to Federal Rule of Civil Procedure 15(a)(2).

1. Tortious Interference with Contracts in New York

In basic terms, this means that a business or individual who is not party to a contract has engaged in behavior that willfully disrupts a business relationship formalized between other parties. (*Israel v. Wood Dolson Co.*, 1 NY 2d 116 - NY: Court of Appeals 1956).

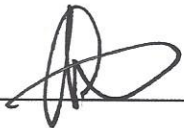
Under New York law, a tort action for interference with a contractual relationship must be based upon five essential elements:

- a) A valid contractual agreement between parties must be established
- b) The defendant must be shown to have had knowledge of the contractual agreement
- c) The alleged interference must have caused a breach of the contract
- d) The interference must be both intentional and improper
- e) The plaintiff must establish that it suffered damages as a result of the alleged contractual interference

The Plaintiffs have alleged each of these elements in the second amended complaint.

I thank the Court for its consideration of this matter and look forward to discussing this further during the conference scheduled for February 16, 2017.

Respectfully submitted this 9th day of February 2017.



Japheth N. Matemu

Attorney for Reggie Anders and Underdog Trucking LL.C.

cc: David Thompson, Esq. (Counsel for Rev. Al Sharpton and National Action Network)
Kauff McGuire & Margolis LLP (Verizon Comm. Inc. & Cellco, defendants) c/o Raymond
G. McGuire, Esq. & Kristina Cunard Hammond, Esq.